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TA/5109

**AGREEMENT**

**between**

**CHIEF EXECUTIVE OFFICER**

**of the**

**CITY SCHOOL DISTRICT  
OF GLENS FALLS**

**and the**

**GLENS FALLS TEACHERS ASSOCIATION**

**RECEIVED**

**DEC 06 2005**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**July 1, 2004 – June 30, 2008**



## TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	RECOGNITION	4
ARTICLE II	DEFINITION	5
ARTICLE III	STAFF RELATIONS POLICY	6
	A. Declaration of Policy	6-7
	B. Definitions	7
	C. General Procedures and Rights	8
	D. Informal Procedures	8
	E. Formal Procedures	8-9
	Appendix - Sample Grievance Form	10-11
ARTICLE IV	PROFESSIONALISM	12-13
ARTICLE V	TEACHER EMPLOYMENT & PROBATIONARY SERVICE	14-15
ARTICLE VI	TEACHER ASSIGNMENT	16
ARTICLE VII	TEACHER TRANSFER AND REASSIGNMENT	17-18
	A. General	17
	B. Voluntary Transfer	17
	C. Involuntary Transfer	17-18
	D. Reduction in Staff	18
ARTICLE VIII	TEACHER FACILITIES	19
ARTICLE IX	LEAVE PROVISIONS	20-24
	A. Sick Leave	20
	B. Personal Leave	21
	C. Leaves of Absence	21
	D. Leave of Absence - Extended	21-22
	E. Other Leaves	22
	F. General Procedures	23
	G. Sick Leave Bank	23-24
ARTICLE X	PROFESSIONAL LEAVES	25
ARTICLE XI	DUES DEDUCTIONS	26
ARTICLE XII	COMPENSATION FOR CHAPERONES AND SPECIAL ACTIVITIES	27-30
	A. Chaperones	27
	B. Clubs and Other Teacher-Directed Activities	28
	C. Special Activities	28-29
	D. Summer Employment	29
ARTICLE XIII	CLASS RANGE AND TEACHING LOAD	30-35
	A. Class Range	30-31
	B. Teaching Load	31-32
	C. Elementary Teachers	32-33
	D. Secondary Teachers	33
	E. General	33
	F. Aides	33
	G. Elementary Teachers K - 5	33
	H. Secondary School 6 - 12	33-34
	I. PSEN and Title I	34
ARTICLE XIV	COACHING ASSIGNMENTS	35-39
ARTICLE XV	ACCIDENT INDEMNITY AND TEACHER PROTECTION	40-41
ARTICLE XVI	GENERAL	42-43
ARTICLE XVII	INSURANCE BENEFITS	44-45
ARTICLE XVIII	REQUIRED USE OF AUTOMOBILE	46
ARTICLE XIX	REMUNERATION	47-55
	A. Salary Differentials	44-49
	B. Salary Schedule (2004-05)	50
	C. Salary Schedule (2005-06)	51
	D. Salary Schedule (2006-07)	52
	E. Salary Schedule (2007-08)	53
	F. Exhibit B - Salary Differentials	54-55
	G. Exhibit C - Addendum for Off Schedule Members	56

ARTICLE XX	SCREENING OF ADMINISTRATORS	57
ARTICLE XXI	WORK YEAR/WORK DAY	58-59
ARTICLE XXIII	NEGOTIATION PROCEDURE	60
ARTICLE XXII	REGISTERED PROFESSIONAL NURSES	61-62
ARTICLE XXIV	STATUTORY PROVISION	63
ARTICLE XXV	DURATION	64

## ARTICLE I

### RECOGNITION

- A. The Glens Falls City School District recognizes and certifies the Glens Falls Teachers Association for the purpose of collective negotiations pursuant to the Public Employees Fair Employment Act as the exclusive representative of a negotiating unit consisting of:
  - 2. All regularly employed members of the teaching staff under contract with the Board of Education and on tenure or probationary appointment.
  - 3. All part-time members of the teaching staff (members appointed by the Board to a position teaching less than a full school day or less than a full scheduled week).
  - 4. Temporary teachers (those appointed by the Board to fill a temporary vacancy or position for one year or less).
    - a. Temporary teachers will be excluded from coverage under Article V, Section B.2; Article VI, Article VII, Section A.3; Article IX, Sections C.2(a), D,E,F, and Article X.
  - 5. Nurses
  - 6. Physical Therapist unless services are contracted through an outside agency.
- B. Excluded from the Recognition Agreement are the Superintendent, the Director of Special Programs, the Director of Curriculum, and the Director of Business Affairs, Building Principals, Assistant Principals, and substitute teachers.

## ARTICLE II

### DEFINITIONS

As used in the Agreement, the following terms shall have the respective meanings set forth below:

- A. "School District" or "City School District" means the Glens Falls City School District.
- B. "Board of Education" or "Board" means the Board of Education of the School District.
- C. "Superintendent" means the Superintendent of Schools of the School District.
- D. "Association" means the Glens Falls Teachers Association.
- A. "Employee" means any employee of the School District who is covered under the Recognition Agreement, Article I.
- F. "Teacher" refers to employees of the GFCSD in all areas or concentration who possess current and valid NYS certification and are employed for the purpose of providing instruction to students.
- G. "Unit" means the negotiating unit as defined in Article I.

## ARTICLE III

### STAFF RELATIONS POLICY

#### A. Declaration of Policy:

In order to maintain a harmonious and cooperative relationship among teachers, administrators, other employees, and members of the Board of Education which will enhance the educational program of the Glens Falls City School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly.

#### B. Definitions

##### 1. Grievance:

Grievance is the complaint by an employee or group of employees of an alleged violation of any of the terms and conditions of this Agreement between an employer and its employees.

##### 2. Days:

All days referred to shall be days in which school is in session except between the last day of June and the first school day in September where days shall mean calendar days excepting Saturdays, Sundays and holidays.

##### 3. Immediate Supervisor:

The title Immediate Supervisor shall mean the administrator responsible for the area in which an alleged grievance arises; that is, the Building Principal or the Coordinator of Special Education, where he exercises direct supervisory control over the employee.

##### 4. Representative:

Representative shall mean the person or the persons, including the Glens Falls Teachers Association, designated by the Association.

##### 5. Grievance Committee:

Shall mean a committee constituted by the Glens Falls Teachers Association consisting of members of the unit.

##### 6. Grievant:

Shall mean any person or persons, including the Glens Falls Teachers Association, under this Recognition Agreement, Article I, filing a grievance.



7. Party of Interest:

A party of interest is any person or persons directly involved in a grievance.

8. Arbitrator:

Shall mean person or persons selected from the American Arbitration Association under the rules of the American Arbitration Association.

9. Expedited Procedure:

Expedited procedure shall mean the expedited procedure according to the rules and procedures of the American Arbitration Association.

C. General Procedures and Rights

1. Members of the Unit shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
2. The Association covered under this Recognition Agreement, Article I, shall have the right to choose representation at any level of the procedure.
3. Each grievant shall have access to all pertinent information, all written statements and records pertaining to such case with the exception of confidential records obtained for employment, at reasonable times.
4. All information in regard to any grievant shall be kept confidential and shall not be made a part of any individual's personnel file.
5. Failure by the grievant to submit the Grievance Form to the Immediate Supervisor within forty (40) days after the occurrence of the problem shall serve notice that final action on the problem has been waived.
1. If the person rendering the decision at any level determines he/she does not have the power to act on the grievance, then he/she shall notify the grievant in writing within the specified time of that level.
7. If the time limit, or the existing time limit as mutually agreed upon for any level, expires without a written determination, the grievance shall automatically proceed to the next higher level. The time limit for the next higher level shall begin as of the expiration date of the previous level. Time limits for either party will be extended only by mutual agreement.
8. At any point during the procedure, the grievant may withdraw his/her complaint upon written notification to all parties.

D. Informal Procedures

1. It is expected that the School District and its employees shall exercise normal employee/employer relationships to discuss the problems, complaints, and other items of concern, in an attempt to find a satisfactory solution to problems before a formal grievance is raised.
2. If a party identifies a problem or complaint as a grievance to the Administrative Supervisor, the Administrative Supervisor shall discuss it with the party and shall render his/her determination within three (3) days of the discussion.
3. If no satisfactory solution to the grievance is reached at this stage, the grievant shall, within fifteen (15) days, notify the Immediate Supervisor on the official Grievance Form, thus initiating the formal procedure.

E. Formal Procedure

1. Level One - Building Principal or Director of Curriculum or Coordinator of Special Education

- .All grievances at Level One, Two, or Three shall be submitted in writing on the mutually agreed upon form. All responses, determinations, and decisions regarding any and all formal grievances shall be given in writing on the mutually approved form with copies to the grievant and the Glens Falls Teachers Association.
- .The grievant shall initiate this step by submitting the grievance on the official form to the Building Principal or Director of Curriculum or Coordinator of Special Education, where applicable.
- .The Building Principal or Director of Curriculum or Coordinator of Special Education must make his/her written determination within ten (10) days of the receipt of the written grievance with copies to the grievant, Glens Falls Teachers Association, and the Superintendent of Schools.
- .If the grievant is not satisfied with the decision rendered at Level One, he/she may submit the grievance to Level Two.

1. Level Two - Superintendent

- e. If the grievance has not been satisfactorily resolved at Level One, the grievant may, within twenty (20) days of Principal's or Acting Principal's response, initiate or move the grievance to Level Two upon written notification to the superintendent with copies to the Board of Education.
- f. The Superintendent shall have twenty (20) days from the written notification to render a decision.
- g. The Superintendent shall make a full investigation of the grievance and shall hold an informal hearing within ten (10) days of the initiation of Level Two, (at which time the aggrieved party and parties of interest may present new information). The time for this informal hearing shall be mutually agreed upon between the Superintendent and the grievant.

- h. The Superintendent's written determination shall be given to all parties within at least ten (10) days after the informal hearing, but not to exceed twenty (20) days from initiation of Level Two. The Superintendent's determination shall indicate which item of the Agreement is being questioned.
- i. If the Superintendent fails to make a written determination within the specified time limit or the grievance is not satisfactorily resolved at Level Two, the grievant shall have the right to proceed to Level Three.

1. Level Three - Arbitration

- b. (1) If the Association is not satisfied with the decision rendered at Level Two, the Association may submit the grievance to binding arbitration upon written notification to the Superintendent, and to the American Arbitration Association following their (AAA) rules of procedure within fifteen (15) days from the date of the Superintendent's determination.  
  
(2) Upon the mutual agreement of the District and the Association, the parties, within fifteen (15) days from the date of the Superintendent's determination, may proceed under the Expedited Labor Arbitration Rules of the American Arbitration Association.
- c. A request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- d. The selected arbitrator will hear the matter promptly and will issue his/her determination, findings, and awards no later than fourteen (14) days from the date of the close of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, determination, award and conclusion on the issues.
- e. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement.
- f. The decision of the arbitrator shall be final and binding upon all the parties.
- g. The costs for the services of the arbitrator will be borne equally by the School District and by the Association.

APPENDIX  
GLENS FALLS CITY SCHOOL DISTRICT  
GLENS FALLS, NEW YORK

GRIEVANCE FORM - STAFF RELATIONS POLICY

This form is to be used by a grievant who is initiating the formal or written stage of the Staff Relations Policy. In accordance with the Staff Relations Policy, the original of this form should be returned to the Superintendent of Schools with one copy to the employee's immediate supervisor and one copy to the Association's Grievance Committee. The grievant should retain one copy for his/her own file.

Date Filed \_\_\_\_\_

Level \_\_\_\_\_

Grievant's Name \_\_\_\_\_

Building, Subject or Grade (if applicable) \_\_\_\_\_

Specified Section (s) of Agreement in Alleged Dispute \_\_\_\_\_

Grievance \_\_\_\_\_

Settlement Desired \_\_\_\_\_

Signed \_\_\_\_\_

Grievant and/or Association

[illegible]

Immediate Supervisor or Superintendent

1. Superintendent
2. Immediate Supervisor
3. Grievance Committee
4. Retain one copy

Article Reference \_\_\_\_\_

## ARTICLE IV

### PROFESSIONALISM

- A. The Association agrees to participate with the District in the development of programs consistent with the changing needs of students, teachers and the curriculum. The Association shall select bargaining unit members to participate in any study groups designated for the purpose of developing in-service programs for teachers.
- B. The rapid change in each of the subject areas and the introduction of new teaching methods and programs requires that continued updating occur on the part of all members of the professional staff. To this end, the Association and Administration agree to encourage each and every member to take steps toward professional self-improvement.
- C. It is agreed that when workshop sessions are deemed necessary for the improvement of new school programs, said workshops shall be held on a share-time basis, i.e., part school time and part after school time, preferably afternoons if permitted by statute or regulation. A workshop is construed as a meeting approved by the Board of Education. This Article does not refer to regularly scheduled meetings for in-service programs, nor to faculty meetings, department meetings, grade level or curriculum committee meetings.
- D. Neither the religious nor political beliefs nor economic activities of any member of this Unit shall be grounds for discipline or dismissal.
- E. A member of the bargaining unit is permitted to be accompanied by a representative of his or her choosing only at meetings with the Administration where grievances are discussed or at meetings the Administration has identified will be for the purpose of discipline or at meetings otherwise specified in this Agreement which permit the teacher to have a representative present, e.g. Involuntary Transfer in Article VII. If a member attends a meeting as defined in this section without a representative, but subsequently wishes to have a representative present, the meeting will end and be rescheduled with a representative present.
- F. No tenured teacher will be suspended, dismissed or given a written formal reprimand without just cause. Excluded from this are counseling or warning notices to teachers, teacher evaluations, non-reappointment of teachers to extracurricular and coaching positions, and suspensions for non-certification. Only one forum to challenge any suspension or dismissal may be used by a teacher contesting such discipline.
- G. Teachers are expected to be in their classrooms or supervisory duty areas prior to the arrival of students. The Glens Falls Teachers' Association and District recognize the professional responsibility of each person to be in the classroom area prior to the students' arrival.
- H. National Board Certification. The GFCSD and the GFTA agree and support all efforts by staff to grow professionally. We feel that the attainment of National Board Certification is a distinction. It is earned by a teacher who completes all criteria for this certification. The following lists the criteria for this recognition:

- a. The GFCSD will pay up-front costs of the certification.
- b. The district may have a maximum of four (4) teachers per year in the program.
- c. Any teacher interested in pursuing this certification will apply in writing to the Superintendent. The Superintendent will appoint a committee made of three (3) administrators and three (3) teachers to review and recommend candidates.
- d. Once approved, the teacher will have three (3) years to complete the certification requirements. Failure to complete requirements and take the National exam will result in the teacher repaying the district the cost of the program.
- e. Once the teacher has successfully passed the exam and received notification of the certification he/she will receive a stipend of:

2004-05	\$2060
2005-06	\$2122
2006-07	\$2186
2007-08	\$2252

He/she will continue to receive the stipend (above base salary and not used in calculating salary increases), as long as the certification remains valid.

- f. Upon receiving The National Board Certification, the teacher will use their expertise to mentor newer staff members in the strategies of effective teaching and classroom instruction.

- I. Professional Certificate Requirements: The School District will not incur any additional cost for an employee attaining the post 2/2/04 professional certificate requirement of 175 clock hours of acceptable educational professional development, and inservice credit hours shall not be paid by the School District for such hours.

## ARTICLE V

### TEACHER EMPLOYMENT AND PROBATIONARY SERVICE

- A. All newly employed or reinstated teachers shall be placed on an appropriate step of the salary schedule in accordance with an evaluation by the Superintendent of Schools of their previous teaching experience and educational preparation. No more than full-experience credit may be given for previous outside teaching experience upon initial employment. Additional credit up to but not to exceed four (4) years of military experience and not to exceed two (2) years for Peace Corps, VISTA, or National Teaching Corps work may be given upon initial employment.
- B.
  - 1. Teachers who have resigned from the Glens Falls City School District having worked at least one hundred (100) school days in the school year of their resignation and not returning within the school year of resignation, and who are not entitled to the credits specified in Paragraph A, will, upon returning to the District, be restored to the next higher level on the salary schedule above that at which they left.
  - 2. Previously accumulated, unused leave days will be restored to all returning teachers who had previously received tenure in Glens Falls, providing the return is within five (5) years of the date resignation.
- C.
  - 1. During the first week of the first probationary year each teacher will be provided copies of the teacher evaluation forms and the evaluation criteria and procedures to be followed. Teachers new to Glens Falls will have an orientation program with the Building Principal to acquaint them with the evaluation system before the first classroom evaluation.
  - 2. Probationary teachers will be observed at least twice a year by the Building Principal or his/her designee, i.e., Superintendent or Administrator of Elementary Curriculum and Special Programs. Following each of the two (2) required observations, the Principal or his designee shall confer with the teacher and provide a written observation summary which will be acknowledged by the signature of both parties and made available to the Teacher, Principal and Superintendent.
  - 3. During each probationary year, probationary teachers shall receive a written Evaluation Summary indicating strengths and/or weaknesses which may influence the decision for continuation of employment, and make suggestions with respect to improvement. Probationary status will be indicated in this report. Those not to be recommended for continued employment will be notified of this fact prior to May 1. Copies of the Evaluation Summary will be signed by the teacher and the Principal and provided to the teacher, and Superintendent. The final evaluation will be the responsibility of the Building Principal and the Central Administration.
  - 4. A teacher may attach an addendum or append a separate report which will become part of the written observation summary and/or the Evaluation Summary.
  - 5. Temporary and part-time teachers will be evaluated along the same guidelines as provided in C.1,2,3 and 4 above with allowances being made for the length of their service.



6. After a tenured teacher is observed in class, the teacher will be given a copy of the Observation Summary and/or Evaluation Summary. The teacher will have the right to submit a written reply to the document which shall become a part of that Observation and/or Evaluation Summary.

D. The procedures, including reasons, if requested in writing within the time limits, for dismissal of probationary teachers shall be the provisions of New York State Education Law, Article 35, Section 3031, and Section C of this article.

E. 1. The official district teacher personnel file shall be maintained in the Central Office. All materials relating to the employment of the teacher shall be kept in such file, and except for the college placement folder, references or materials obtained from an outside source indicated as of a confidential nature in connection with initial employment shall be available, upon written request, to the teacher for examination at the convenience of the teacher and the office staff. Such examination shall be conducted in the presence of a member of the office staff and under no circumstances shall any material be removed from the file. A teacher shall be entitled to have a personally selected member of the bargaining unit accompany him or her during such examination if the teacher so desires.

2. The teacher shall have the right to make a response for the file with respect to any materials filed and such response shall become a permanent part of the teacher's folder. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in such file excluding material originating from outside the District obtained solely for consideration of initial employment.

3. No adverse material shall be placed in the personnel file of any unit member after June 30 1974 unless such member has first had an opportunity to review such material and to affix his or her signature thereto, merely as an acknowledgement of such review. No adverse material, no matter how received, which is not placed in the file shall be used in a decision-making process.

4. A teacher has the right to submit a written reply to any information in his/her personnel file which the teacher feels is inaccurate or untrue. This reply will be placed in the file.

## ARTICLE VI

### TEACHER ASSIGNMENT

- F. It is agreed that teachers will be notified of their tentative assignment for the forthcoming school year by June 1.
- G. Insofar as possible, the administration will inform secondary school staff members of their tentative teaching assignments by grade levels, subjects, and ability level of the classes which are to be assigned for the forthcoming school year.
- H. It is understood that not all information regarding promotions, failures, results of summer school, attrition, and new enrollees will be known by June 1 and that there are possibilities for changes in the June 1 assignment. In the event that it becomes necessary to modify the June 1 tentative assignment, the teacher will be notified of the necessary changes at his/her summer address.
- I. Distance Learning
  - 1. This program shall not set a precedent.
  - 2. Use of the D L P shall not result in:
    - a) Reduction in the number of full-time equivalent positions in the bargaining unit.
    - b) The reduction of the staff in the bargaining unit from full-time to part-time.
  - 3. Teacher participation in the program shall be voluntary, except in extreme circumstances requiring a teacher be assigned to a lab.
  - 4. Distance learning equipment shall not be used to monitor teacher performance without notice. Teachers participating in distance learning shall be evaluated in the same manner all other teachers.
  - 1. Distance learning classes will be scheduled during the regular school day, unless agreed upon with the teacher to offer the class before or after the regular school day. If this occurs the teacher's schedule will be adjusted to accommodate the change.
  - 2. Receiving students will be supervised.
  - 3. Taped lessons may be used for review, make-up lessons and self-evaluations.

## ARTICLE VII

### TEACHER TRANSFER AND REASSIGNMENT

#### A. General

1. Members of the unit who desire a change in grade and/or subject assignment or a transfer to another school building shall file a written statement request at the Office of the Superintendent, or with a delegated person, not later than March 15. Such statement shall include the grade and/or subject to which the teacher wishes to be assigned, school building or building to which he/she desires transfer. Where such request contains a multiple choice, the grades, subjects or schools shall be in order of preference. Requests for transfer or reassignment will be honored only for the remainder of the school year in which they were submitted. Refusal to accept an available position offered will cause the removal of the request for transfer from the file.
2. All vacancies in positions in the District requiring teaching or administrative certification will be posted in the office or faculty rooms in each school building at least ten (10) school days prior to the recruiting of any person outside the District, except during the months of June through September when recruiting may begin with the announcement of the vacancy.
3. Persons employed within the District and covered under the Recognition Agreement shall be given preferred consideration for any vacancies.

#### B. Voluntary Transfer

1. Voluntary transfer shall mean any change in position requested or initiated by the teacher.
2. A tenure teacher transferred on a voluntary basis to a new tenure area shall serve a probationary period.
3. Probationary teachers transferred on a voluntary basis between Middle and Senior High School in the same subject field will be credited with time already served at the level at which he/she is employed and be required to serve a period of time sufficient to complete a full probationary period.

#### C. Involuntary Transfer

1. An involuntary transfer is a transfer within a building or from one building to another building or to another tenure area within the scope of the teacher's certification.
2. Before the decision to involuntarily transfer a teacher or group of teachers is made, the Superintendent of Schools and the Building Principal(s) involved will meet with those teachers who may be affected by such transfers to discuss the potential transfers. This meeting will take place on or before July 15 or December 15.
3. An involuntary transfer or reassignment will be made only when necessary and in the best interest of the School District. Notice of an involuntary transfer shall be given to teachers no later than December 20<sup>th</sup> of the preceding semester, or not later than May 15<sup>th</sup> of the preceding school year.
4. An involuntary transfer or reassignment shall be made only after a meeting between the teacher(s) involved and the Building Principal, at which time the teacher(s) will be notified of the reasons therefore.

5. In the event a teacher objects to the transfer or reassignment at this meeting, he/she may request the Association to arrange a meeting with him/her, the Association Representatives, the Principal(s) and the Superintendent to discuss the matter.
6. Teachers may not be involuntarily transferred outside of their tenure area except as otherwise provided for or required by law.
7. The tenured teacher shall have prior consideration.

D. Reduction in Staff

In the event a reduction in staff is necessary due to a decrease in students, educational revisions, budgetary or financial considerations, the following procedure shall be applied:

1. Layoff will be based on seniority (length of service within the tenure area).
2. Inasmuch as possible, normal attrition will be used. That is, teachers who resign will not be replaced.
3. Where normal attrition does not take care of the necessary staff reduction, the teacher having the least seniority within the tenure area of the position abolished shall be discontinued.
4. A teacher who is thus laid off shall be placed upon a preferred eligible list of candidates for six (6) years for appointment to any vacancy within that tenure area and reappointment will be in the reverse order of layoff.
5. Any person reinstated shall be reemployed without reduction in salary or increment nor shall they lose previously acquired seniority.

## ARTICLE VIII

### TEACHER FACILITIES

- A. The Board agrees to continue its policy of providing appropriate faculty work area as well as staff lounges. It is agreed that faculty lounges will be maintained for staff use and will not be closed except in emergency situations.
- B.
  - 1. The District shall provide adequate furnishings and necessary supplies. Every reasonable effort will be made to have these facilities in, or readily accessible to, teacher work area. However, this provision shall not be interpreted as a mandate to purchase additional supplies or equipment.
  - 1. All buildings shall be provided with reasonable eating areas affording privacy for members of the bargaining unit.

ARTICLE IX  
LEAVE PROVISIONS

A. Sick Leave

1. Commencing with the first day of school in September 1975, members of the unit will be entitled to fourteen (14) days of sick leave for each school year to be credited on the first day of school in September each year.
  2. Days of sick leave shall be accumulated at this rate without limit.
  3. Teachers who are employed for more than ten (10) months during any school year shall be entitled to additional sick leave at the rate of 1.5 days for each extra month of employment.
  4. In the event of prolonged sick leave, the Superintendent may request certification by the teacher's physician as to his or her physical disability during the absence. Prolonged is interpreted as two (2) weeks of continuous absence.
  5. A member of the unit may draw upon a reserve sick leave allowance up to ninety (90) days for any one continuous illness or accident disability after all accumulated sick leave has been utilized provided the following provisions are fulfilled:
    - b) The member must have two (2) or more years continuous employment in the Glens Falls City School District.
    - c) The member requests such extension by notifying the Superintendent of Schools in writing supported by a physician's certification indicating nature of illness, prognosis, and probable date of return to duty.
    - d) The member will submit to an examination by the School District physician if requested by the Superintendent of Schools.
    - e) The member will agree to repay the number of days used from the reserve allowance in the following manner: At the end of each school year, the number of days remaining in regular annual entitlement will not accumulate, but will be used to repay those days taken from reserve allowance until the total days are repaid, or by repaying the school District a sum equal to the substitute rate for those days drawn from the reserve allowance.
- 
1. An accounting of the accumulated sick leave shall be given to each member of the unit by the District no later than September 15 of each school year.
  2. Sick leave may be used for any disability, including pregnancy as defined in the NYS Disability Benefit Law, but may not be used for child rearing purposes.
  3. A teacher shall use available paid sick leave for any personal illness, personal disability, or personal medical leave of absence, including such leaves pursuant to the Family and Medical Leave Act. The use of such paid sick leave is counted as part of the leave pursuant to the Family and Medical Leave Act. However, a teacher may not use paid sick leave for any non-personal leave, including non-personal leaves pursuant to the Family and Medical Leave Act.

B. Personal Leave

Two personal business days per year shall be available upon request. Said request form shall not require teachers to state reasons for the use of personal business leave.

Such absences are for personal business that cannot be scheduled on a day, other than a school day. Where possible, applications will be submitted at least three (3) days prior to the intended absence. Requests for personal business days that fall before or after a school vacation, holiday, or before or after a calendar scheduled Superintendent's Conference Day may be granted only with the approval of the Superintendent. Request for a personal business day before or after a non-calendar scheduled Superintendent's Conference Day will be granted only if the employee demonstrates that the activity was scheduled before notice of the Superintendent's Conference Day.

Unused personal days will turn into sick days.

C. Leaves of Absence

1. Teachers may request absence with pay each school year in addition to the leave specified above on the following basis:
  - a) One (1) day each year for the purpose of visiting another school.
  - b) Up to three (3) days each year for attending meetings or conferences of an educational nature upon the written approval of the Superintendent.
  - c) Permission for more than the allotted time described in (a) or (b) may be extended at the discretion of the Superintendent.
2. In addition, teachers will be entitled to the following absences with pay each school year:
  - a) Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the School District or for the performance of jury duty, or because he/she has been subpoenaed in a legal matter in which he/she is not personally involved. A teacher taking such leave shall reimburse the School District for any fees he/she receives as a juror or witness.
  - b) In the event of death in the immediate family, bereavement leave up to five (5) days per occurrence will be granted. Immediate family is defined as: spouse, children, sister, brother, parents and grandparents, aunts and uncles of either teacher or spouse, those who had been legal guardians of the teacher, and any other members of the household of which the teacher is a part.
  - c) Up to two (2) days per year will be allowed for the observation of Rosh Hashanah and Yom Kippur to those teachers who religion requires such observance when said days fall on school days. Application for use of the days should be submitted at least three (3) days prior to the intended absence. Such leave will not be deducted from any other leave category.

D. Leave of Absence - Extended

4. A leave of absence without pay of up to two (2) years will be granted to any teacher who

joins the Peace Corps, VISTA, or National Teacher Corps and up to one (1) year for service as an exchange teacher, and is a full-time participant in such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

5. Military leave will be granted to any teacher as provided by the Military Law. Upon his/her return from such leave, a teacher will be placed on the salary schedule at the level he would have been, had he/she remained actively employed in the School District during the period of his/her absence, up to the requirement of the Selective Service Law. The military leave shall not count toward the fulfillment of probationary requirements. However, military leave shall not result in the loss of probationary time earned prior to the start of the military leave.
6. A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons. Additional leave may be granted at the discretion of the Board.
7. Any tenure teacher whose personal illness extends beyond the period of accumulated sick leave will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness to a maximum of two (2) years.

#### E. Other Leaves

##### 1. Child Care

- a) A teacher may be granted an unpaid Child Care Leave for up to two (2) full years upon written request by the staff member and the recommendation of the Superintendent and Board.
- b) The teacher returning from Child Care Leave is entitled to the same position the teacher left when the leave began if that position has not been eliminated.
- c) In the event that the teacher's original position has been eliminated, the teacher shall have priority consideration for other vacancies within the District for which the teacher is certified.
- d) In the event no such position or vacancy is immediately available, the teacher will be placed on a preferred eligibility list for a period of not less than (2) years commencing with the end of the Child Care Leave or the extension of leave, and leave shall be extended up to the life of such a list.
- e) Tenure teachers will be given priority in filling vacancies.
- f) At the time the leave is requested, the specific start date must be provided in the request. If the delivery is earlier than expected, provisions will be made to move the leave up.

##### 2. Adoption

A teacher adopting an infant child of four (4) years and/or less shall be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. Maximum length of the leave shall be two (2) years and the teacher, except in emergency, shall give thirty (30) days notification.



F. General Procedures

1. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return. He/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. A teacher who returns from such leave will be placed on at least the same level of the salary schedule he/she was on when the leave commenced, except that a teacher having served at least one hundred (100) school days in the school year in which the leave commenced shall be placed on the next high level of the salary schedule.
2. All requests for leaves or extensions or renewals of leaves will be in writing and approved or rejected in writing.
3. A teacher on a leave of absence of one or more school years shall make every possible effort to notify the Superintendent in writing not later than ninety (90) days prior to the end of the last school semester within the period for which the leave was granted as to his/her intentions to return to the service. If the Superintendent has not received such notice by such time, he/she shall send a letter of inquiry to the teacher at the address provided for such purpose. Failure to notify the Superintendent prior to sixty (60) days before the end of the last school semester within the authorized leave period of the teacher's intention to return shall be assumed to constitute a resignation.
4. All leaves in this Article shall not be counted toward the fulfillment of the probationary requirements under the tenure law. However, such leaves shall not result in the loss of probationary time earned prior to the time the leave was granted.

G. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide additional paid sick leave for those Teacher Association members who have prolonged, catastrophic, or long-term illness or injury and who have exhausted their sick leave.
2. A committee of three unit members who are chosen annually by the association President and three administrators who will be chosen by the Superintendent will administer the Sick Leave Bank. All decisions made by these trustees are non-grievable and binding. The trustees can submit modifications to the rules and regulations of the Sick Leave Bank to the Executive Board and the Board of Education for its approval. In the event no decision is reached and a third party is needed, the Association President and Superintendent will decide on an acceptable third party mediator.
3. Each unit member who would like to participate in the Sick Leave Bank must contribute two (2) days into the Bank in September 1998. New employees will be given the chance to join the Bank during their first month of employment. Each September only non-members of the Bank may join by putting in two (2) sick days from their accumulated sick day total.

4. Members of the Sick Leave Bank must formally apply in writing to the Sick Leave Bank committee for use of sick leave days. Each application will be for a maximum of twenty (20) days. The past attendance record of the applicant may be used by the committee in determining if the application should be granted. Members may receive a lifetime maximum of one hundred fifty (150) days. Unused days will be returned to the Bank. The application must be accompanied by a note from a medical doctor or a Doctor of Osteopathy attesting to the nature of the disability and possible treatment. The Sick Leave Bank Committee reserves the right to ask the applicant to obtain a second medical opinion.
5. Whenever the bank falls below fifty (50) days, all Sick Leave Bank participants will contribute an additional two (2) days in order to replenish the bank and continues a member.
6. The bank may be utilized only after the employee has been out of sick days for five working days.

ADDENDUM: Retroactive to September 1, 1998

ARTICLE X  
PROFESSIONAL LEAVES

- A. Upon recommendation of the Superintendent, professional leaves may be granted to teachers who have served at least seven (7) years in the School District (leaves of absence excepted) for study or other purposes of value to the School District. A teacher granted professional leave shall return to the School District for at least the year after his/her leave ends.
- B. Requests for such leave shall be made in writing and shall set forth in detail the proposed use of the leave time. Such requests shall be made ninety (90) days prior to the end of the semester preceding the semester in which the leave is to commence.
- C. Requests for such leave will be screened by a committee composed of two (2) administrators chosen by the Superintendent and two (2) teachers appointed by the Teachers Association. The committee will report its findings of leave requests through the Superintendent to the Board of Education for final action.
- D.
  - 1. Professional leaves for one semester or one year may be granted at full pay, if in the opinion of the Committee and the Superintendent, the staff member will be engaged in a course of study or other program of value to the School District. If a course of study, it must be on a full-time graduate level basis.
  - 2. Other professional leaves of one semester or one year may be granted at one-half pay to provide staff members an opportunity for professional advancement subject to Paragraph C above.
  - 3. Staff members on professional leaves shall be given experience credit for salary advancement.
- A. Any teacher granted a leave pursuant to this Article or Paragraph D of Article X who, during such leave engages in employment not stated in the application for such leave or thereafter approved by the Superintendent shall be deemed to have resigned. However, minor employment, supplementary to the purpose of the leave shall be exempt.

ARTICLE XI  
DUES DEDUCTIONS

- A. The Board of Education agrees to accept voluntary deductions from the salary of persons covered by this Agreement for participation in the Tri-County Teachers Credit Union. Deductions will be deposited with the Tri-County Teachers Credit Union to the employee's account, provided the employee prepares appropriate written forms and files same with the Business Office by the 15th of September for deductions to be made from payrolls from October through June, or by the 15th of December for deductions to be made from the January through June payrolls. A member may withdraw his/her request for deductions for participation in the Tri-County Teachers Credit Union by contacting the Business Office in writing by the first day of the preceding month in which the deductions are to be terminated. Changes in the amounts to be deducted can only be made by the 15<sup>th</sup> of December.
- B. Dues deductions will be continued in accordance with past procedures.
- C. Dues deducted over twenty-one (21) checks shall be remitted to the Glens Falls Teachers Association monthly.
- D. Effective 7/1/81, the Glens Falls City School District shall deduct from the salary of employees in the bargaining unit, as defined in Article I of this Agreement, who are not members of the Glens Falls Teachers Association, the amount equivalent to the dues levied by the GFTA and shall transmit the sum so deducted to the GFTA, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The GFTA affirms that it has adopted such procedures for refund of the agency fee deduction as required by law. This provision for agency fee deduction shall continue in effect so long as the GFTA maintains such procedure.
- E. The District shall withhold from each employee's payroll check an amount for VOTE/COPE authorized in writing by an individual employee as requested and transmit said amount to the Glens Falls Teachers Association.
- F. The District shall withhold from each employee's payroll check an amount for Tax Sheltered Annuities authorized in writing by an individual employee as requested and shall transmit said amount to the appropriate annuity.
- G. NYSUT Benefit Trust: The School District shall withhold from each employee's payroll check an amount authorized in writing by an individual employee as requested and transmit said amount to the NYSUT Benefit Trust.

## ARTICLE XII

### COMPENSATION FOR CHAPERONES AND SPECIAL ACTIVITIES

#### Summer Success K - 8 (20 days)

Program based on 4 hours/day, 4 days/week

2004-05	\$481/week, \$2405/summer
2005-06	\$495/week, \$2477/summer
2006-07	\$510/week, \$2550/summer
2007-08	\$525/week, \$2627/summer

#### AIS Services Grade K - 12 (volunteer upon request). Before and after school.

AIS Services will be paid as follows:

2004-05	\$30.90/hour
2005-06	\$31.85/hour
2006-07	\$32.80/hour
2007-08	\$33.75/hour

Mentors:

2004-05	\$1236
2005-06	\$1273
2006-07	\$1311
2007-08	\$1351

Teachers who accept assignments of student supervisions for activities other than PTA meetings are to be compensated as follows:

#### A. Chaperones

	2004-05	2005-06	2006-07	2007-08
2. Chaperones for school-sponsored evening dances	\$63.75	\$65.70	\$67.65	\$69.70
3. Chaperones for students attending home games	\$42.95	\$44.25	\$45.60	\$46.95
4. Chaperones for interscholastic events away from home	\$63.75	\$65.70	\$67.65	\$69.70
5. Chaperones for student supervision at intramural athletic contests, evening activities such as plays, concerts or similar school sponsored programs	\$42.95	\$44.25	\$45.60	\$46.95

B. Clubs and Other Teacher-Directed Activities

1. a. The following rates will apply to the clubs listed in this section:

Outing Club, SAFE, Math Team, S.A.D.D., Banana Splits, Quiz Team, Varsity Club, Marital Arts and Chess Club.

2004-05	\$27.30/hour, not to exceed \$955.00
2005-06	\$28.10/hour, not to exceed \$985.00
2006-07	\$28.95/hour, not to exceed \$1,013.00
2007-08	\$29.80/hour, not to exceed \$1,043.00

(Based on 35 hours)

1. b. The following rates will apply to the clubs list in this section:

Hi Y, Big Brothers/Big Sister, Honor Society, Key Club, AFS, Student Council and Mock Trial.

2004-05	\$27.25/hour, not to exceed \$1,907.00
2005-06	\$28.10/hour, not to exceed \$1,965.00
2006-07	\$28.95/hour, not to exceed \$2,026.00
2007-08	\$29.80/hour, not to exceed \$2,087.00

(Based on 70 hours)

1. c. The following rates will apply to the clubs list in this section:

Speech and Debate

2004-05	\$27.25/hour, not to exceed \$2,725.00
2005-06	\$28.10/hour, not to exceed \$2,810.00
2006-07	\$28.95/hour, not to exceed \$2,895.00
2007-08	\$29.80/hour, not to exceed \$2,980.00

(Based on 100 hours)

2. A teacher who wants to initiate a new intramural sport or club activity must receive the approval of the Building Principal, the Athletic Director, the Superintendent of Schools and the Board of Education.
3. New clubs that are proposed and accepted may be added or they may displace clubs or organizations not in current operation.

C. Special Activities

	2004-05	2005-06	2006-07	2006-07
1. <u>Publications:</u>				
Senior High Yearbook	\$1570.00	\$1617.00	\$1665.00	\$1755.00
Yearbook Business Manager	\$992.00	\$ 1022.00	\$ 1052.00	\$ 1084.00

	Middle School Yearbook	\$747.00	\$ 769.00	\$ 792.00	\$ 816.00
	Middle School Newspaper	\$747.00	\$769.00	\$792.00	\$816.00
2.	<u>Treasurers:</u>				
	Senior High Central Treasurer	\$2148.00	\$2212.00	\$2278.00	\$2347.00
	Middle School Treasurer	\$661.00	\$ 681.00	\$ 702.00	\$723.00
3.	<u>Class Advisors:</u>				
	Senior Class (2)	\$578.00	\$ 595.00	\$ 613.00	\$ 632.00
	Junior Class (2)	\$578.00	\$ 595.00	\$ 613.00	\$ 632.00
	Sophomore Class (2)	\$578.00	\$ 595.00	\$ 613.00	\$ 632.00
	Freshman Class (2)	\$578.00	\$ 595.00	\$ 613.00	\$ 632.00
	(advisors receive full stipend)				
	Middle School Teams	\$207.00	\$213.00	\$220.00	\$226.00
4.	<u>Dramatics:</u>				
	Paid Performance Senior High	\$1783.00	\$1836.00	\$1892.00	\$1948.00

If a music teacher picks up a sixth class (before or after school schedule) each day, the teacher will receive a differential of twelve percent (12%). If the class meets less than every day, the differential will be pro-rated, e.g., two days = 40% of the 12% = 4.8%.

#### D. Summer Employment

Priority shall be given to regularly appointed teachers in the Glens Falls District who qualify for summer assignments. In giving consideration for summer assignments, the Administration agrees to take into account experience, levels of professional preparation, in-service training value to the individuals involved as well as the School District, and the long-range potential of the teacher to the School District.

It is understood that when summer opportunities for in-service training programs, curriculum writing projects, or consultant assignments involve Federal monies received under the terms of Title I, Elementary and Secondary Education Act, the teachers in nonpublic as well as the public schools of the areas involved must be given equal consideration.

	2004-05	2005-06	2006-07	2007-08
1 Curriculum Writing	\$31.00	\$32.00	\$33.00	\$34.00
2 In-Service	\$31.00	\$32.00	\$33.00	\$34.00
3 Kindergarten Screening	\$31.00	\$32.00	\$33.00	\$34.00
4 Summer Art Program: Instructor	\$410.00/wk	\$422.00/wk	\$435.00/wk	\$448.00/wk

ARTICLE XIII  
CLASS RANGE AND TEACHING LOAD

A. Class Range

The purpose of this Article is to establish a "range" of the number of students in the class areas identified. The ranges, which are inclusive, include a desirable minimum to a practical maximum.

1. Elementary

Kindergarten and Grade 1	20 to 27
Grades 2 to 5	22 to 29

Combination classes are defined as those which require more than one grade level of instruction (e.g. 4<sup>th</sup>/5<sup>th</sup>).

The Board agrees to continue its long-established practice to work for elementary class sizes which average 25 pupils; classes varying in size from 22 to 29 will be considered within the desirable range. Insofar as possible, the Board of Education will work to eliminate classes which are outside the desirable range whenever the distribution of children in a particular elementary school zone permits and depending upon the availability of facilities.

In an elementary school in which combination classes are established, the teachers at the affected grade levels in that school will receive a stipend of five hundred dollars (\$500) each for that year, pro-rated if the combination class is less than a year.

2. Secondary

Senior High School 9 - 12

In those areas where classes are to be grouped using the designations regents and honors, the number of students per class will be as follows: regents, 23-28; and honors, 24-30. Work Experience and other groups of a modified nature will have a range of 16-20 students per class.

3. Secondary

Senior High School 9 - 12

In specialized areas where grouping is not practical such as Consumer Careers and technology, the range will be 12-18 students; physical education, 35-45 students per teacher; keyboarding, 25-32 students; and CAD (Computer Aided Design), 22-27 students; and Art, 18-22.

Where it would not appear to be practical or desirable to group students, the Principal will,



in consultation with the staff members affected, arrange for groups with a range of 22-27 students.

The ranges are not applicable to those classes where more than one teacher is assigned to the group such as large group instruction or team teaching programs. The ranges identified for the Senior High School are not to be interpreted as a minimum number of students required for a particular course to be offered. In certain specialized areas, it is expected that the number of students will be fewer than the numbers identified by the general statement of ranges.

4. Secondary

Middle School 6 - 8

It is the philosophy of this School District to group students in a flexible and appropriate manner to provide the academic teams where needed. In said teams the number of student in different classes shall range from 18-30 depending on the needs of the students and the proper flexibility within any team except for home and career skills and technology with a class size range of 18-22. Said team grouping does not preclude the establishment of Straight-line class groupings using the guidelines set by paragraphs two and three above.

5. The District will comply with New York State Laws and Regulations with regard for establishing class sizes for Special Education classes.

6. Class Size Overages

The teacher(s) so affected will have his/her yearly teaching salary divided by the number of students allowed by the contract then multiplied by the number of students over the contractual limit. That number will then be divided by the number of teaching periods a full time teacher in that building meets daily. That number will then be multiplied by a fraction consisting of the number of the school days the overage occurs over the total number of days in the school year.

This agreement shall become operative with class size overages in existence on or about October 1 for the fall semester and on or about February 15 for the spring semester. These dates are not precedent setting but do allow time for the District to correct class size overages in existence at the beginning of the fall and spring semesters.

B. Teaching Load

1. Senior High & Middle Schools

The standard load for teachers of secondary school subjects will be five (5) teaching periods, one (1) laboratory or one (1) supervisory assignment and one (1) duty-free planning period per day. A sixth teaching period will be assigned only where enrollments exceed the class ranges and hiring additional staff is impractical or when a safety factor for students is involved. Any teacher so assigned will have no homeroom, supervisory assignment or laboratory assignments. It is understood that teachers having programs

requiring laboratory teaching assignments will have no more than twenty-seven and a half (27.5) periods per week. If a teacher is assigned more than 27.5 periods a week excluding recitation periods and study periods, they will receive a 6% salary adjustment. This adjustment will be prorated for half year assignments.

Any teacher with more than five (5) classes (teaching periods) shall also receive 12% of his/her salary for the 6<sup>th</sup> teaching period.

As in the past, physical education teachers at the Middle School will continue to accept the 6<sup>th</sup> teaching assignment in lieu of the normal non-instructional duties.

It is understood that the necessity of a 6<sup>th</sup> teaching period will be the exception rather than the rule.

2. Any deviation from the standard teaching load described above which was not agreed upon by the teacher receiving the assignment in accordance with Article VI may be subject to the grievance procedure outlined in Article III.
3. The administration will take into account the total pupil enrollment load of the teacher in developing the schedule

#### Senior High and Middle Schools 6-12

In grades 6-8 preparations may not be restricted in order to accommodate the teaching of common branch subjects.

Secondary teachers will not ordinarily be assigned to more than three preparation areas in any semester except in special circumstances.

#### C. Elementary Teachers

1. In school year 2004-05 elementary preparation time was increased to 40 minutes per day as a result of having adequate art, music and physical education classes to make the additional 10 minutes available. The School District will continue the 40 minutes per day preparation time as long as conditions allow for such scheduling. In the event of a reduction as a result of changes in circumstances, all elementary teachers will receive a minimum of one hundred fifty (150) minutes per week regular preparation time. Preparation time will be scheduled in periods of at least thirty (30) minutes per day. The preparation period shall not be prior to nor after the normal teaching day.
2. Elementary teachers will receive at least a thirty-minute (30) duty-free lunch period each day.
3. Elementary teachers may be assigned on a rotating basis to supervising a lunch period but not to exceed once every five (5) school days.
4. Elementary lunch is thirty (30) minutes per day. An additional twenty (20) minutes in the

building are to be used for planning for instruction for teachers to meet together to plan jointly and discuss curriculum and students, and other school related issues. When not on an assigned duty during the student lunch period, twenty (20) minutes per day will be provided for special planning or preparation. This will be in addition to the two hundred (200) minutes per week regular preparation time. During the student lunch period, the Building Principal may call a meeting of teacher(s) not more than once per month except in the case of an emergency.

D. Secondary Teachers 6-12

Secondary teachers will receive a duty-free lunch period. Secondary school teachers will be given at least one full planning period each day during which time they will not be assigned to any other duties, except in extreme emergencies, as identified in Article XIV, B-1. The District will assign common planning periods to members of the same academic department or team in grades 6-8 at the Middle School

E. General

An acceptable reason for exceeding the class size range which is outlined in this article shall be when there is no classroom space available to permit the scheduling of an additional class or classes in order to reduce the class size. This article is not to be interpreted as an endorsement of reduced time schedules for students in order to meet the ranges. Further, this article is not intended to restrict, inhibit, or limit the need to exceed the specified ranges in order to provide for specialized or experimental, instructional offerings.

F. Aides

1. The function of aides will be to assist certified personnel in the performance of routine and/or other classroom tasks. An aide will not fill a teaching position during such time as a certified teacher is available.
2. No aide will be assigned to the classroom without the consent of the classroom teacher and, while in the classroom, will be directed by the teacher.
3. The hiring of classroom aides will include input from the classroom teacher when possible.

G. Elementary Teachers K-5

All elementary classroom teachers shall receive 4 (1/2) days in the fall and 4 (1/2) days in the spring for parent-teacher conferences.

H. Secondary School 6-12

1. Supervision in the Secondary School

- a) Such before and after school supervision will be of twenty five (25) minutes duration consisting of approximately twenty (20) minutes in the morning and five (5) minutes after school.
- b) In making assignments to such duty, the District will first seek volunteers. In the event

no teacher volunteers or there are insufficient volunteers, the District will assign teachers, as needed, on a rotating basis. Volunteer assignments will be annual. Those assigned by the District will be rotated on a ten-week basis. Compensation for such supervision, whether voluntary or assigned will be as stated below per year pro-rated for less than full year service:

2004-05	\$1279.00
2005-06	\$1318.00
2006-07	\$1357.00
2007-08	\$1398.00

#### I. PCEN and AIS

The District will make an effort to distribute AIS and Title I students equitably, by grade level, within a building.

1. Special Education Staff shall be provided the necessary days during the school year for the purpose of writing IEP's and holding parent conferences with the approval of either the Building Principal or the Coordinator of Special Education.
2. There shall be a special education teacher present at all Committee on Special Ed meetings. Special Ed teachers required to be present at said meetings shall be compensated as per the hourly rate of MS Step. 1.E.g., Step 1 - 1260 = hourly rate.

## ARTICLE XIV

### COACHING ASSIGNMENTS

1. It is agreed that coaching assignments will be made on a year-to-year basis. A coach of a sport must notify the Director of Athletics within two weeks from the end of the season he/she has coached that he/she would like to continue in that same coaching position for another year.

The Board of Education will act on recommendations for fall and winter sports by the June meeting and spring sports by the October meeting.

2. Physical Education personnel may be assigned one interscholastic activity with compensation as provided in Section 8 of this Article. It is expected that coaches and the GFTA will assist the District in recruiting qualified and certified coaches.
3. All unassigned coaching positions for which an individual stipend is to be paid will be posted on individual faculty bulletin boards by June 1 of the school year preceding the assignment. Staff members who are interested and qualified will have an opportunity to apply and be given consideration for coaching assignments which carry an additional stipend. Lacking availability of such personnel, the positions may be filled from outside.
4. In making coaching assignments, the administration will consider the recommendations of the Director of Athletics, experience, past performance, and the ability of the individual to carry this assignment beyond his/her basic responsibility as a teacher.
5. Staff members who are new to the District and have coaching experience in another school district will have their previous coaching experience evaluated by the Superintendent for the purpose of placement on the fee schedule.
6. A staff member who has been assigned to a coaching responsibility within the District and is reassigned to another coaching position will have his or her previous coaching experience within the District credited for the purpose of placement on the fee schedule.
7. Members of the Unit may elect to receive payment for these activities either in a lump sum at the conclusion of the activity or prorated over the time period for which the activity runs.
8. Bargaining unit members, excluding physical education teachers, who need to complete special course requirements in order to coach can elect to receive compensation for paid courses in one of the two following methods:
  - a) The District will reimburse the bargaining unit member for the cost of the course work (e.g., books, tuition)

or

- b) The District will compensate the bargaining unit member as per graduate credits (Article XX)

for each year the bargaining unit member is actively coaching.

9. Post Season Play

Post Season Play is defined as competition beyond the regular season and league playoffs.

Post season play does not encompass open sectional competition. Competition beyond open sectional play constitutes the beginning of post season play. Post Season play will be \$200/week for a maximum of two (2) weeks.

Example:

Wrestling – Post season play begins when the wrestler qualifies for the Section II tournament and beyond.

Soccer – Post season play begins after the open sectional tournament round.

Golf – Post season play begins when the golfer qualifies for the Section II tournament and possible state tournament in the spring.

### Athletic Team Categories

Step	D		C		B		A	
Season	Sport	#	Sport	#	Sport	#	Sport	#
Fall	Cross Country, Mod	1			Cross Country	1		
			Football, Mod, B	4	Asst Football, V, B	2	Football, V, B	1
	Golf, B	1			Football, JV	2		
	Soccer, Mod., B	2	Soccer, JV, B	1	Soccer, V, B/G	1		
			Cheerleading/Fall, V, G	1				
			Field Hockey, JV, G	1	Field Hockey, V, G	1		
			Soccer, JV, G	1				
	Asst Swimming, V, G	1						
	Volleyball, Mod, G	1	Volleyball, JV, G	1	Volleyball, V, G	1		
	Mod G Field Hockey	2						
	Mod G Soccer	2						
Winter			X Country Skiing	1	Alpine Skiing	1		
	Basketball, Mod, B	2	Basketball, Fr, B	1	Basketball, JV, B/G	1	Basketball, V, B/G	1
	Bowling	1						
							Hockey, V, B	1
	Swimming, Mod B	1					Swimming, V, B/G	1
	Wrestling, Mod, B	1			Wrestling, JV, B	1	Wrestling, V, B	1
	Basketball, Mod, G	2						
	Cheerleading/ Winter, JV, G	1	Cheerleading/ Winter, V, G	1				
Spring	Baseball, Mod, B	1	Baseball, JV, B	1			Baseball, V, B	1
			Lacrosse, JV, B	1	Lacrosse, V, B	1		
					Tennis, V, B/G	1		
	Track, Mod, B	1	Track, JV, B	1	Track, V, B/G	1		
	Softball, Mod, G	2	Softball, JV, G	1	Softball, V, G	1		
	Track, Mod, G	1	Track, JV, G	1				

# GLENS FALLS CITY SCHOOLS

## COACHING FEE SCHEDULE

Step	D	C	B	A
2004-05				
1	\$ 2,171	\$ 2,569	\$ 2,968	\$ 3,364
2	\$ 2,373	\$ 2,767	\$ 3,164	\$ 3,563
3	\$ 2,569	\$ 2,968	\$ 3,364	\$ 3,763
4	\$ 2,767	\$ 3,164	\$ 3,562	\$ 3,959
5		\$ 3,364	\$ 3,763	\$ 4,158
6				\$ 4,356
<u>After school sports</u> Elementary: Paid per person, per sport, at the rate of \$41.52, not to exceed \$1,453.00 Middle and Senior High: Paid per person, per sport, at the rate of \$41.52, not to exceed \$1,453.00				
2005-2006				
1	\$ 2,236	\$ 2,646	\$ 3,057	\$ 3,465
2	\$ 2,444	\$ 2,850	\$ 3,259	\$ 3,670
3	\$ 2,646	\$ 3,057	\$ 3,465	\$ 3,876
4	\$ 2,850	\$ 3,259	\$ 3,669	\$ 4,078
5		\$ 3,465	\$ 3,876	\$ 4,283
6				\$ 4,487
<u>After school sports</u> Elementary: Paid per person, per sport, at the rate of \$43.00, not to exceed \$1,497.00 Middle and Senior High: Paid per person, per sport, at the rate of \$43.00, not to exceed \$1,497.00				
2006-2007				
1	\$ 2,303	\$ 2,725	\$ 3,149	\$ 3,569
2	\$ 2,517	\$ 2,936	\$ 3,357	\$ 3,780
3	\$ 2,725	\$ 3,149	\$ 3,569	\$ 3,992
4	\$ 2,936	\$ 3,357	\$ 3,779	\$ 4,200
5		\$ 3,569	\$ 3,992	\$ 4,411
6				\$ 4,622
<u>After school sports</u> Elementary: Paid per person, per sport, at the rate of \$44.30, not to exceed \$1,550.00. Middle and Senior High: Paid per person, per sport, at the rate of \$44.30, not to exceed \$1,550.00				



2007-2008				
1	\$ 2,372	\$ 2,807	\$ 3,243	\$ 3,676
2	\$ 2,593	\$ 3,024	\$ 3,458	\$ 3,893
3	\$ 2,807	\$ 3,243	\$ 3,676	\$ 4,112
4	\$ 3,024	\$ 3,458	\$ 3,892	\$ 4,326
5		\$ 3,676	\$ 4,112	\$ 4,543
6				\$ 4,761
<u>After school sports</u>				
Elementary: Paid per person, per sport, at the rate of \$46.00, not to exceed \$1,610.00				
Middle and Senior High: Paid per person, per sport, at the rate of \$46.00, not to exceed \$1,610.00				
Longevity:				
Years	Amount	Amount	Amount	Amount
10	210	210	310	415
15	210	210	310	415
20	210	210	310	415

Longevity based upon completion of required number of years in the same sport.

## ARTICLE XV

### ACCIDENT INDEMNITY AND TEACHER PROTECTION

- A. Whenever a regularly employed teacher is absent from employment and unable to perform his/her duties as a result of personal injury caused by an accident occurring in the course of his/her employment, for which he/she is eligible to receive Worker's Compensation payments, he/she will be paid his/her full salary for the period of his/her absence, less the amount of any Worker's Compensation award made for disability as a result of said injury. No part of such absence will be charged to the employee's annual or accumulative sick leave. The Board of Education may require the employee to have a reasonable number of physical examinations by a physician selected by the Board of Education.
- B. The Board of Education will provide reimbursement for the repair, or the value, whichever is less, of clothing and personal effects damaged or destroyed during the course of an incident as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his/her duties within the scope of his employment, provide the loss is not caused by negligence of the claimant.
- C. The Board shall reimburse reasonable financial loss not covered by insurance resulting to a teacher from accidents, injury, or assault while the teacher is engaged in the performance of his/her duties or is within the scope of his/her employment.
- D. The District shall continue to make necessary arrangements to protect teachers for loss of, or damaged to, personal property while the teachers or their property are on school grounds or engaged in school business or activity. (Personal property does not include automobiles and/or vehicles).
- E. Any teacher who is absent from school as a result of injury sustained in any performance of his/her duties shall not lose any compensation or other benefit to which he/she is entitled under this contract.
- F. Teacher Protection  
In the event of a physical assault or threat of violence by a student, the following procedure must be followed:
  - 1. The student shall be immediately sent to the Principal's office.
  - 2. An initial conference shall be held which will include the teacher involved, the Principal, and, if desired by the teacher, the Building Representative.
  - 3. If the Principal determines a conference is needed, it shall include the teacher, representatives of his/her choice, the Principal, and other parties as required by law.
  - 4. If a teacher is not satisfied with 2 or 3 above, he/she may bring it to the Superintendent's attention through the Principal.
- G. Teachers will immediately report all cases of assault sustained by them in connection with their employment to the Building Principal. The Building Principal will investigate the incident and take appropriate actions outlined by this contract, school policy, Board regulations, local and

state law, to deal with the situation. A report of the incident will be forwarded to the Superintendent for information and/or further action and be made available to the teacher upon request.

## ARTICLE XVI

### GENERAL

- A. When it is necessary, pursuant to Article II (Staff Relations Policy) for a representative designated by the Association to attend a grievance meeting or hearing during a school day, he/she will, upon agreement with his/her principal or immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher who appearance in such meetings or hearings as a witness is necessary will be accorded the same right.
- B. The Association President will be provided with two (2) copies of the minutes of the official Board Meetings as soon as possible after such meetings. Any agenda to such minutes will be available for inspection in the School district Central Office. A copy of the official agenda of the meeting.
- C. All teachers will be provided with a copy of Board Personnel policies and with copies of any changes or amendments to personnel policies.
- D. Copies of this Agreement will be forwarded by the Board for distribution to Building Principals, faculty lounges and bargaining unit members.
- E. The parties recognize that this Agreement has been entered into pursuant to the Public Employees' Fair Employment Act. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application will not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- F. This agreement constitutes School District policy for the term of said Agreement and the School District will carry out the commitments contained therein and give them full force and effect as School District policy. The School District will amend its policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- G. Before the Board knowingly adopts a change in policy not covered by this Agreement, but which affects teacher, terms, or conditions of employment, the Board will notify the Association in writing that the Board is considering such a change. The Association will have the right to negotiate with the Board over such proposed change provided that it files such a request with the Board within ten (10) school days after receipt of said notice.
- H. The Board agrees to make available to the Association information relevant to items under discussion in negotiation.
- I. The Association and the Superintendent agree to meet at a time mutually agreed upon to discuss matters of interest and concern.
- J. Any existing Board policy affecting terms and conditions of employment of members of the bargaining unit will continue to remain in effect unless specifically altered by this Agreement.

K. Subcontracting:

The Board of Education agrees to not enter into a contract with a private agency for performance contracting\* without prior discussion with the Executive Committee of the Association at least sixty (60) days prior to any action taken by the Board.

\*(i.e., payment to the contractor based on student progress)

- L. 1. Provided space can be found, the District agrees to provide office space for the Glens Falls Teacher Association.  
2. The District agrees to provide one-half day to the Glens Falls Teachers Association, for the purpose of Association business, following the District program at orientation.

- M. The parties agree to establish a liaison working group to meet once a month, if needed, for the purpose of resolving issues of concern to the parties. Said group shall consist of the Superintendent and the President of the Association along with their designees.

N. Child Tuition

Any GFTA member that does not reside in the GFCSD will be permitted to register their child (children) without tuition in June of the previous school year.

- a) Students will be placed by the Superintendent in schools where class size is conducive to appropriate numbers.
- b) The GFTA will waive these students being counted in any overage numbers.
- c) The GFTA member agrees to pay any additional costs above the regular education fee.

## ARTICLE XVII

### INSURANCE BENEFITS

#### 1. Health Insurance

The health insurance for the Glens Falls City School District shall be the Blue Cross Matrix 1 Plan, with managed care rider or equivalent, effective July 1, 1997. The district and the employees shall contribute toward the premium of such health insurance as follows:

<u>Year</u>	<u>Type</u>	<u>Employee Contribution</u>	<u>School District Contribution</u>
2004-05	Individual/Family	12%	88%
2005-06	Individual/Family	13%	87%
2006-07	Individual/Family	14%	86%
2007-08	Individual/Family	14%	86%

Nurses: In 2005-2006 nurses enrolled in any of the health insurance plans offered by the Glens Falls City School District shall contribute a maximum of 12% toward the health insurance premium; in 2006-07 and 2007-08 nurses enrolled in any of the health insurance plans offered by the Glens Falls City School District shall contribute a maximum of 13% toward the health insurance premium.

Blue Cross/Blue Shield's HMO Plan or equivalent is an option which bargaining unit members may choose in lieu of the Blue Cross Matrix Plan. The District contribution toward the premium of the HMO option will not exceed the dollar amount paid by the District for an individual and family plan coverage under the Blue Cross Matrix 1 Plan. The employee who opts for the HMO pays any additional premium over this amount.

- The school District agrees to provide one hundred percent (100%) of the individual premium and seventy percent (70%) of the dependent premium for the participating members of the Blue Shield Dental Plan (eighty percent (80%) payment program, with Rider A).

Effective July 1, 1995, dental insurance will be self-insured with same benefits as existing dental plan, and administered by Blue Shield for the 1997-98 school year or changed by mutual consent. The employee's contribution toward the dental premium will remain the same as the current employee's contribution.

- Bargaining unit members working less than half-time will have their health insurance pro-rated according to their FTE status.
- Health Insurance for Retirees: Unit members who retire from the Glens Falls City School District after June 30, 1995, having completed 10 years of service in the School District, may continue as members of the District health insurance plan. The District will pay fifty percent (50%) of the premium for the individual and fifty percent (50%) of the premium for the two person or family plan. The surviving spouse of a retired employee may continue in the District plan by paying the full cost of the premium.

5. Health Insurance Buyout Incentive: Employees who are eligible for health insurance coverage and who do not take health insurance through the School District will receive \$850 per year at the end of each school year. In order to obtain this health insurance buyout incentive, the employee must document to the School District that other health insurance is available and the employee must sign a release to the School District waiving any rights to health insurance coverage and releasing the School District from any other health related liability. However, in order for this health insurance buyout incentive to become effective, there must be at least 5 current bargaining unit members who cancel their existing health insurance coverage with the School District for at least one year.
6. IRC Section 125 Plan:
  - a. Effective July 1, 1995, the premiums for health and dental paid by employees may be made with pre-tax dollars through IRC 125 Plan.
  - a. Effective January 1, 1996, the School District will allow health insurance and dental premiums, uninsured medical expenses and child care reimbursement costs through the IRC 125 Plan.
  - b. Said plan to be administered through Preferred Group Plans any changes in administrator by mutual consent.
1. In the event the district wishes to review new health insurance/dental carriers, it will be done in conjunction with representatives of the GFTA. Committee members will be notified of all meeting dates. The district retains the right to change carriers if it is equivalent to the current plan, but no change will be made without input from the GFTA.

## ARTICLE XVIII

### REQUIRED USE OF AUTOMOBILE

Teachers who are assigned to teach in more than one building on a given school day shall be reimbursed at the rate allowed by the IRS, for the use of their automobile in meeting the scheduled assignment. School nurse-teachers who are required to transport students or to work in more than one building on a given school day will also be reimbursed at the rate allowed by the IRS, for actual mileage incurred for use of their personal automobile.



ARTICLE XIX  
REMUNERATION

A. Salary Differentials

1. Psychologist

The psychologist's salary will be based upon his/her position on the teacher salary schedule plus an added stipend of \$1976 for 2004-05, \$2035 for 2005-06, \$2091 for 2006-07 and \$2159 for 2007-08 for work on the CSE.

2. 1997-2001: Middle School Resource Leaders 6-8, High School Department Chairperson 9-12, Department Chairpersons 6-12 Foreign Language, Home and Careers, Coordinators K-12, Music, Art, Physical Education, Resource Leaders K-5, Reading Recovery Coordinating Teacher, and Director of Guidance 6-12.

a. Salary Differentials

Personnel appointed to the above captioned positions shall receive additional compensation in accordance with EXHIBIT "B" attached hereto.

b. Term

Such appointments shall be made annually for a period of one year by the Board of Education upon recommendation of the Superintendent.

c. Selection

Middle School and Elementary School Resource Leaders, High School Department Chairpersons and Coordinators will be selected by the Superintendent for recommendation to the Board of Education for annual appointment.

d. Job Descriptions

1. The Resource Leaders, Department Chairpersons and Coordinators' job descriptions will be in accordance with those set forth in the current Job Description Manual.
2. Immediately after appointment all Resource Leaders, Department Chairperson and Coordinators, in conjunction with the school administration, will be responsible for developing their own job descriptions. At the beginning of each succeeding year, the job descriptions will be reviewed by the Resource Leaders, Department Chairperson and Coordinators to assure that such descriptions are still relevant to the needs of the District. In the process of making these determinations, all teachers in a particular discipline or elementary school will be asked to:
  - a) review the previous year's job descriptions for such discipline or elementary school and offer appropriate suggestions for change or modification, and
  - b) assess the performance of the Resource Leaders, Department Chairpersons and Coordinators.

3. To assist in evaluating the effectiveness of such job descriptions in meeting the needs of the District, recommendations from the Association are encouraged. The Teacher's Association, at the beginning of each year, may submit to the Superintendent their recommendations concerning changes in the job description of the various areas. These recommendations shall be reviewed by the appropriate groups (Administrators, Resource Leaders, Department Chairpersons, Coordinators, and President of the Association).
4. Every possible effort will be made to see that the job descriptions are relevant to the needs of the school in terms of curriculum and staff development. To this end, the Superintendent will review all new or revised job descriptions to be certain they reflect the input of teachers and the Association and meet the previously stated needs. If, in the judgment of the Superintendent, the job descriptions or a portion thereof are not satisfactory, he/she will notify the appropriate Resource Leaders, Department Chairpersons and Coordinators of the areas he/she finds unacceptable. Prior to any change the Superintendent, or his/her designee, will meet with the appropriate parties to discuss and attempt to jointly revise the unacceptable areas. The Superintendent will inform the Association and concerned individuals of the job descriptions as finally determined.

e. Released Time 2001-2004

1. Resource Leaders K-5, and 6-8, and Department Chairperson 6-12 will have the availability of substitutes to periodically take over their regular classroom instructional work to perform their duties as service personnel when deemed necessary by their Building Principals or Central Administration.
2. High School Department Chairpersons 9-12 and District Coordinators K-12 will teach a regular teaching schedule on a daily basis and have a homeroom assignment. However, they shall have no study hall duty or other student supervision of an equivalent amount of time. No supervision or evaluation of teachers will be required.

- B. Any teacher who renders full-time services beyond the ten (10) months period in any school year, the compensation for such additional services shall be at least the monthly rate used in prorating the salary.

C. Salary Checks

Salary check will be issued biweekly on Thursday.

- A. Teachers may elect to be paid in either twenty-one (21) or twenty-four (24) equal paychecks. Such designation must be made known in writing to the Business Office on or before September 1 of the school year. Such designation will continue through the school year.
- B. In addition to any other benefits attainable upon retirement from service, a retirement emolument

shall be paid to eligible members of the unit as defined below:

1. The teacher shall:
  - a) Be first eligible\* for service retirement as defined by the Teacher's Retirement System;
  - b) Have served in the District for ten (10) years;
  - c) Retire immediately from teaching following his/her last day of service;
  - d) Notify the Superintendent's Office, in writing, no later than February 1 of the teacher's resignation to be effective at the end of the current school year.

**\*(First eligible is defined by TRS and the Tier each teacher is in)**
2. The emolument will be 26% of the FAS (three-year final salary) or unused sick day payback as follows: Five days accumulated sick leave - up to 300 maximum = one month's fully paid health insurance.
3. Payment will be made by October 31<sup>st</sup> unless other arrangements are requested by employee and agreed to by the Superintendent and Director of Business.
4. Retiree Health Insurance options refer to Board Policy.

Salary Schedule 2004-05						
Step	BA	BA+30	MA	MA+30	MA+60	
1	\$ 33,486	34,986	\$ 38,166	39,666	41,166	
2	34,067	35,567	38,747	40,247	41,747	
3	34,795	36,295	39,475	40,975	42,475	
4	35,538	37,038	40,218	41,718	43,218	
5	36,296	37,796	40,976	42,476	43,976	
6	37,205	38,705	41,885	43,385	44,885	
7	38,241	39,741	42,921	44,421	45,921	
8	39,308	40,808	43,988	45,488	46,988	
9	40,305	41,805	44,985	46,485	47,985	
10	41,108	42,608	45,788	47,288	48,788	
11	41,933	43,433	46,613	48,113	49,613	
12	42,734	44,234	47,414	48,914	50,414	
13	43,558	45,058	48,238	49,738	51,238	
14	44,361	45,861	49,041	50,541	52,041	
15	45,481	46,981	50,161	51,661	53,161	
16	46,906	48,406	51,006	52,506	54,006	
17	48,433	49,933	52,533	54,033	55,533	
18	49,950	51,450	54,254	55,754	57,254	
19	51,420	52,920	55,708	57,208	58,708	
20	53,429	54,929	57,750	59,250	60,750	
21	56,543	58,043	61,040	62,540	64,040	
22	59,425	60,925	63,325	64,825	66,325	
23	61,303	62,803	65,203	66,703	68,203	

Members beyond step 23 see Exhibit C for off step salaries.

An allowance of \$50 will be granted for each hour of credit receiving the prior approval of the Superintendent. Approval credit hours fall within the following areas:

1. Courses taken in the teacher's area of certification.
2. Courses taken to improve the teacher's skills in the teacher's present teaching assignment.
3. Undergraduate courses directly related to the present teaching assignment, which are not available at the graduate level.
4. In-service programs or workshops conducted under college or district auspices with a time equivalent of thirty (30) clock hours for each credit hour of compensation.
5. Effective 7/1/97, Educational Administrative credits will be eligible for compensation. An employee receiving a CAS or equivalent will be required to work in the district for a period of two years beyond completion. If the employee leaves for an administrative position before the two years are completed, he/she will repay the district for the graduate credit allowance.

The Superintendent will approve any course which is part of a program leading to a master's and permanent certification provided said program is related to the teachers' current teaching assignment. The Superintendent will continue to use his/her discretion with regard to courses taken in a program, which is not related to the teacher's current assignment. The Superintendent will continue to use his/her discretion within the constraints of Article XIX for the courses taken subsequent to the master's degree. Credit hours may be turned into the District no later than September 30 and February 28 for compensation purposes. Payments will be made in 1/2 credit increments for in-service credits only. Physical therapists will receive the same percentage as members of the teachers unit.

Home tutor pay will be \$23.70 per hour.

New teachers who attend orientation programs run by the district before the work year will be paid \$45 a day.

# Salary Schedule 2005-06

Step	BA	BA+30	MA	MA+30	MA+60
1	\$ 34,492	35,992	\$ 39,172	40,672	42,172
2	\$ 35,089	36,589	39,769	41,269	42,769
3	\$ 35,694	37,194	40,374	41,874	43,374
4	\$ 36,453	37,953	41,133	42,633	44,133
5	\$ 37,239	38,739	41,919	43,419	44,919
6	\$ 38,058	39,558	42,738	44,238	45,738
7	\$ 39,006	40,506	43,686	45,186	46,686
8	\$ 40,087	41,587	44,767	46,267	47,767
9	\$ 41,199	42,699	45,879	47,379	48,879
10	\$ 42,239	43,739	46,919	48,419	49,919
11	\$ 43,077	44,577	47,757	49,257	50,757
12	\$ 43,937	45,437	48,617	50,117	51,617
13	\$ 44,820	46,320	49,500	51,000	52,500
14	\$ 45,729	47,229	50,409	51,909	53,409
15	\$ 46,617	48,117	51,297	52,797	54,297
16	\$ 47,839	49,339	52,519	54,019	55,519
17	\$ 49,456	50,956	53,556	55,056	56,556
18	\$ 51,007	52,507	55,107	56,607	58,107
19	\$ 52,608	54,108	56,912	58,412	59,912
20	\$ 54,373	55,873	58,661	60,161	61,661
21	\$ 56,952	58,452	61,273	62,773	64,273
22	\$ 59,787	61,287	63,787	65,287	66,787
23	\$ 61,975	63,475	66,175	67,675	69,175

Members beyond step 23 see Exhibit C for off step salaries.

An allowance of \$50 will be granted for each hour of credit receiving the prior approval of the Superintendent. Approval credit hours fall within the following areas:

1. Courses taken in the teacher's area of certification.
2. Courses taken to improve the teacher's skills in the teacher's present teaching assignment.
3. Undergraduate courses directly related to the present teaching assignment, which are not available at the graduate level.
4. In-service programs or workshops conducted under college or district auspices with a time equivalent of thirty (30) clock hours for each credit hour of compensation.
5. Effective 7/1/97, Educational Administrative credits will be eligible for compensation. An employee receiving a CAS or equivalent will be required to work in the district for a period of two years beyond completion. If the employee leaves for an administrative position before the two years are completed, he/she will repay the district for the graduate credit allowance.

The Superintendent will approve any course which is part of a program leading to a master's and permanent certification provided said program is related to the teachers' current teaching assignment. The Superintendent will continue to use his/her discretion with regard to courses taken in a program, which is not related to the teacher's current assignment. The Superintendent will continue to use his/her discretion within the constraints of Article XIX for the courses taken subsequent to the master's degree. Credit hours may be turned into the District no later than September 30 and February 28 for compensation purposes. Payments will be made in 1/2 credit increments for in-service credits only. Physical therapists will receive the same percentage as members of the teachers unit.

Home tutor pay will be \$24.40 per hour.

New teachers who attend orientation programs run by the district before the work year will be paid \$45 a day.

# Salary Schedule 2006-07

Step	BA	BA+30	MA	MA+30	MA+60
1	\$ 35,525	37,025	\$ 40,205	41,705	43,205
2	\$ 36,137	37,637	40,817	42,317	43,817
3	\$ 36,759	38,259	41,439	42,939	44,439
4	\$ 37,390	38,890	42,070	43,570	45,070
5	\$ 38,181	39,681	42,861	44,361	45,861
6	\$ 39,000	40,500	43,680	45,180	46,680
7	\$ 39,874	41,374	44,554	46,054	47,554
8	\$ 40,884	42,384	45,564	47,064	48,564
9	\$ 42,012	43,512	46,692	48,192	49,692
10	\$ 43,172	44,672	47,852	49,352	50,852
11	\$ 44,257	45,757	48,937	50,437	51,937
12	\$ 45,178	46,678	49,858	51,358	52,858
13	\$ 46,173	47,673	50,853	52,353	53,853
14	\$ 47,147	48,647	51,827	53,327	54,827
15	\$ 48,149	49,649	52,829	54,329	55,829
16	\$ 49,131	50,631	53,811	55,311	56,811
17	\$ 50,412	51,912	55,092	56,592	58,092
18	\$ 52,241	53,741	56,341	57,841	59,341
19	\$ 53,873	55,373	57,973	59,473	60,973
20	\$ 55,454	56,954	59,758	61,258	62,758
21	\$ 57,893	59,393	62,181	63,681	65,181
22	\$ 60,275	61,775	64,275	65,775	67,275
23	\$ 62,160	63,660	66,657	68,157	69,657

Members beyond step 23 see Exhibit C for off step salaries.

An allowance of \$50 will be granted for each hour of credit receiving the prior approval of the Superintendent. Approval credit hours fall within the following areas:

1. Courses taken in the teacher's area of certification.
2. Courses taken to improve the teacher's skills in the teacher's present teaching assignment.
3. Undergraduate courses directly related to the present teaching assignment, which are not available at the graduate level.
4. In-service programs or workshops conducted under college or district auspices with a time equivalent of thirty (30) clock hours for each credit hour of compensation.
5. Effective 7/1/97, Educational Administrative credits will be eligible for compensation. An employee receiving a CAS or equivalent will be required to work in the district for a period of two years beyond completion. If the employee leaves for an administrative position before the two years are completed, he/she will repay the district for the graduate credit allowance.

The Superintendent will approve any course which is part of a program leading to a master's and permanent certification provided said program is related to the teachers' current teaching assignment. The Superintendent will continue to use his/her discretion with regard to courses taken in a program, which is not related to the teacher's current assignment. The Superintendent will continue to use his/her discretion within the constraints of Article XIX for the courses taken subsequent to the master's degree. Credit hours may be turned into the District no later than September 30 and February 28 for compensation purposes. Payments will be made in 1/2 credit increments for in-service credits only. Physical therapists will receive the same percentage as members of the teachers unit.

Home tutor pay will be \$25.15 per hour.

New teachers who attend orientation programs run by the district before the work year will be paid \$45 a day.

# Salary Schedule 2007-08

Step	BA	BA+30	MA	MA+30	MA+60
1	\$ 36,506	38,006	\$ 41,186	42,686	44,186
2	\$ 37,133	38,633	41,813	43,313	44,813
3	\$ 37,770	39,270	42,450	43,950	45,450
4	\$ 38,417	39,917	43,097	44,597	46,097
5	\$ 39,073	40,573	43,753	45,253	46,753
6	\$ 39,895	41,395	44,575	46,075	47,575
7	\$ 40,747	42,247	45,427	46,927	48,427
8	\$ 41,656	43,156	46,336	47,836	49,336
9	\$ 42,707	44,207	47,387	48,887	50,387
10	\$ 43,880	45,380	48,560	50,060	51,560
11	\$ 45,086	46,586	49,766	51,266	52,766
12	\$ 46,263	47,763	50,943	52,443	53,943
13	\$ 47,272	48,772	51,952	53,452	54,952
14	\$ 48,360	49,860	53,040	54,540	56,040
15	\$ 49,401	50,901	54,081	55,581	57,081
16	\$ 50,447	51,947	55,127	56,627	58,127
17	\$ 51,472	52,972	56,152	57,652	59,152
18	\$ 52,836	54,336	57,516	59,016	60,516
19	\$ 55,058	56,558	59,158	60,658	62,158
20	\$ 56,772	58,272	60,872	62,372	63,872
21	\$ 58,442	59,942	62,746	64,246	65,746
22	\$ 60,878	62,378	65,166	66,666	68,166
23	\$ 62,975	64,475	67,296	68,796	70,296

Members beyond step 23 see Exhibit C for off step salaries.

An allowance of \$50 will be granted for each hour of credit receiving the prior approval of the Superintendent. Approval credit hours fall within the following areas:

6. Courses taken in the teacher's area of certification.
7. Courses taken to improve the teacher's skills in the teacher's present teaching assignment.
8. Undergraduate courses directly related to the present teaching assignment, which are not available at the graduate level.
9. In-service programs or workshops conducted under college or district auspices with a time equivalent of thirty (30) clock hours for each credit hour of compensation.
10. Effective 7/1/97, Educational Administrative credits will be eligible for compensation. An employee receiving a CAS or equivalent will be required to work in the district for a period of two years beyond completion. If the employee leaves for an administrative position before the two years are completed, he/she will repay the district for the graduate credit allowance.

The Superintendent will approve any course which is part of a program leading to a master's and permanent certification provided said program is related to the teachers' current teaching assignment. The Superintendent will continue to use his/her discretion with regard to courses taken in a program, which is not related to the teacher's current assignment. The Superintendent will continue to use his/her discretion within the constraints of Article XIX for the courses taken subsequent to the master's degree. Credit hours may be turned into the District no later than September 30 and February 28 for compensation purposes. Payments will be made in 1/2 credit increments for in-service credits only. Physical therapists will receive the same percentage as members of the teachers unit.

Home tutor pay will be \$25.90 per hour.

New teachers who attend orientation programs run by the district before the work year will be paid \$45 a day.

## Exhibit B

### Salary Differentials for 2004-2008 Appointments to Positions of Coordinators, Department Chairperson, and Resource Leaders

#### 1. Coordinators - Kindergarten through Grade 12

Under ten (10) teachers in department. Positions on teachers' salary schedule (Art Music, Physical Education) plus:

2004-05	2005-06	2006-07	2007-08
\$2884	\$2971	\$3060	\$3151

#### 2. Department Chairperson with Responsibility for Grades 6-12

Position on teachers' salary (Foreign Language, Home Careers, and Guidance) plus:

2004-05	2005-06	2006-07	2007-08
\$2884	\$2971	\$3060	\$3151

#### 3. Department Chairperson with Responsibility for Grades 9-12

Position on teachers' salary schedule (Mathematics, English, Special Education, Science, Social Studies) plus:

2004-05	2005-06	2006-07	2007-08
\$2884	\$2971	\$3060	\$3151

#### 4. Resource Leaders with Responsibility for Grades K-5

- A. Under sixteen (16) full-time classroom teachers: position on teachers' salary schedule: (Mathematics, English Language Arts, Science, Social Studies, Reading, Computers, Compensatory Ed):

2004-05	2005-06	2006-07	2007-08
\$2163	\$2228	\$2295	\$2364

- B. Sixteen (16) full-time classroom teachers or more: positions on teachers' salary schedule: (Mathematics, English Language Arts, Science, Social Studies, Reading, Technology, Compensatory Education, Special Education) plus:

2004-05	2005-06	2006-07	2007-08
\$2163	\$2228	\$2295	\$2364



5. Resource Leaders Middle School

2004-05	2005-06	2006-07	2007-08
\$2163	\$2228	\$2295	\$2364

6. Technology Resource Leaders High School and Middle School

2004-05	2005-06	2006-07	2007-08
\$2163	\$2228	\$2295	\$2364

Exhibit C  
Glens Falls City Schools  
Addendum for Off Schedule Members

2004-2005

Step	BA	BA+30	MA	MA+30	MA+60
24	62,757	64,257	65,468	66,968	68,468
25	63,507	65,007	66,657	68,157	69,657
26	64,358	65,858	67,708	69,208	70,708
27	65,971	67,471	69,321	70,821	72,321
28	67,493	68,993	70,843	72,343	73,843
29	68,203	69,703	71,553	73,053	74,553
30	68,953	70,453	72,453	73,953	75,453
31	69,703	71,203	73,303	74,803	76,303

2005-2006

Step	BA	BA+30	MA	MA+30	MA+60
24	63,838	65,338	67,053	68,553	70,053
25	64,607	66,107	67,318	68,818	70,318
26	65,357	66,857	68,507	70,007	71,507
27	66,208	67,708	69,558	71,058	72,558
28	67,821	69,321	71,171	72,671	74,171
29	69,343	70,843	72,693	74,193	75,693
30	70,053	71,553	73,403	74,903	76,403
31	70,803	72,303	74,303	75,803	77,303
32	71,653	73,153	75,153	76,653	78,153

2006-2007

Step	BA	BA+30	MA	MA+30	MA+60
24	64,325	65,825	68,125	69,625	71,125
25	65,503	67,003	69,003	70,503	72,003
26	66,557	68,057	69,268	70,768	72,268
27	67,307	68,807	70,457	71,957	73,457
28	68,158	69,658	71,508	73,008	74,508
29	69,771	71,271	73,121	74,621	76,121
30	71,293	72,793	74,643	76,143	77,643
31	72,003	73,503	75,353	76,853	78,353
32	72,753	74,253	76,253	77,753	79,253
33	73,603	75,103	77,103	78,603	80,103

2007-2008

Step	BA	BA+30	MA	MA+30	MA+60
24	64,907	66,407	68,707	70,207	71,707
25	66,375	67,875	70,175	71,675	73,175
26	67,453	68,953	71,053	72,553	74,053
27	68,318	69,818	71,318	72,818	74,318
28	69,207	70,707	72,507	74,007	75,507
29	70,208	71,708	73,558	75,058	76,558
30	71,821	73,321	75,171	76,671	78,171
31	73,343	74,843	76,693	78,193	79,693
32	74,053	75,553	77,403	78,903	80,403
33	74,803	76,303	78,303	79,803	81,303
34	75,653	77,153	79,153	80,653	82,153

## ARTICLE XX

### SCREENING OF ADMINISTRATORS

- A. The Association and the Board of Education hereby agree that for the smooth and efficient functioning of our School District, it is necessary that the administrators be compatible with the philosophy of not just the Board of Education, but also with the philosophy held by the teaching staff and expressed through their Association.
- B. Therefore, the Association involvement in the screening of administrative personnel will be as follows:
  - 1. The Board will follow the traditional policy of advertising the vacancy and interviewing candidates.
  - 2. After the initial screening by the Administration, the candidate or candidates will be interviewed by a committee of teachers, not to exceed five (5), selected by the President and Executive Committee of the Association.
  - 3. The Committee of the Association will then make recommendations to the Board through the Superintendent concerning their estimate of capabilities of the candidates.

## ARTICLE XXI

### WORK YEAR/WORK DAY

#### WORK YEAR:

The work year for bargaining unit members will consist of 183 days. In the event the NYS Legislature mandates a longer school year, the District will negotiate the impact of said changes with the Association.

Members of the GFTA Bargaining Unit responsible for completing and filing Medicaid Reimbursement forms shall be paid at the rate of :

2004-05	\$23.70
2005-06	\$24.40
2006-07	\$25.15
2007-08	\$25.90

The elementary and middle school schedule shall contain three (1/2) days for students during the last week of school in June. Said schedule may have to be modified if it would result in the District being unable to meet its 180 day student minimum.

#### Staff Development

Four additional days will be added to the teacher/school calendar. These days will be utilized for curriculum development, workshops, grade level/department activities or special in-service coordinated by the District. These days are not to be used for cleaning up, clerical or other routine activities. The implementation and scheduling of these days will be done by the District with input from the District's Professional Development Team with the final approval of the Superintendent. There will be at least one GFTA representative on the Professional Development Team from each school in the District selected by the GFTA president or his/her designee. The district, with input from GFTA, will select the dates by October 15<sup>th</sup> of each year. A schedule of activities will be set by May 31<sup>st</sup> of each year.

#### WORK DAY:

<u>Elementary</u>	M, W, F - 6 hours, 45 minutes T, TH - 7 hours, 5 minutes
<u>Middle School</u>	M, W, F - 6 hours, 35 minutes T, TH - 7 hours, 5 minutes
<u>High School</u>	M, W, F - 6 hours, 30 minutes T, TH - 7 hours

### Tuesday and Thursday Student Assistance Time

Tuesday and Thursday are set aside for teachers to be available for students' assistance. It is imperative that all teachers are in their rooms or an area known to students. The purpose of this extra time should allow students the opportunity to receive additional academic assistance and to arrange for students to stay for help. No meetings, outside appointments, or extra-curricular activities shall take place at this time. (Emergencies are dealt with on an individual basis).

### ELEMENTARY DAY LANGUAGE:

For the 2004-08 school year, the Glens Falls Teachers' Association will work with building level administrators to find creative ways to accomplish necessary grade level planning time. If no progress is made or acceptable times are agreed to, .5 hours per week will be added to the length of the elementary day for planning.

The District may establish a flexible schedule for academic classroom teachers in grades 9-12 within the following:

1. Assignment to the flexible schedule shall be voluntary for academic classroom teachers. No one is required to accept a flexible assignment
2. The flexible assignment consists of one class period or an amount of time not to exceed one hour prior to the onset of the regular school day.
3. The teachers who work the flexible schedule will be released prior to the end of the regular school day the same amount of time they are assigned before the regular workday as stated in 2. above.
4. Flexible scheduling shall not result in an increase in the regular workday for those participating teachers.
5. Other normal professional responsibilities shall be met by participating teachers.

### SCHOOL CALENDAR

The Administration agrees to meet with a committee of the Teachers Association to consider recommendations in the development of the school calendar for the upcoming year. Such meeting to take place prior to the time the calendar is finalized and ultimately proposed to the Board of Education for adoption. Should the Administration not be able to accept any or all of the recommendations, they shall notify the committee, in writing, of the reasons.

## ARTICLE XXII

### NEGOTIATION PROCEDURE

Upon request of either party and no later than February 1<sup>st</sup> preceding the end of the stipulated duration of this Agreement, the parties will enter into good faith negotiations pursuant to the Public Employees Fair Employment Act with respect to an agreement successive to this one, such negotiations to be conducted in accordance with rules then mutually agreed upon.

## NURSES 2004-2008

### REGISTERED PROFESSIONAL NURSE JOB DESCRIPTION

#### I. Assignment

- A. Nurses to be notified of their assignment by June 1 each year.
- B. Clerical work is to minimal and nursing care will always have priority.

#### I. Scheduling

The school district recognized the need to prepare the nurses for the rigors of school nursing. All newly hired nurses will be required to attend the School Nurse Orientation within the first three years of employment. This four day conference developed by NYSNA and NYSED takes place in August. The attending nurse may choose to receive in-service credit for the conference (employee pays registration fee) or have the district pay the registration fee with no in-service credit granted.

#### II. Scheduling

- A. Sick leave and personal leave will be same as teachers.
- B. The school day, year, and staff development days will be the same as teachers.
- C. Each nurse is entitled to a 30-minute lunch break and two 15-minute breaks. This schedule will be worked out by the nurse with the input and approval of the building principal.
- D. The school nurse resource leader will meet with the Superintendent, Assistant Superintendent, or their designee when looking to substitute a conference, in-service, or workshop, for one of the four staff development days outlined in this contract. Their needs to be ample notice and explanation prior to approval.

#### III. Benefits

- A. In 2005-2006 nurses enrolled in any of the health insurance plans offered by the Glens Falls City School District shall contribute a maximum of 12% toward the health insurance premium; in 2006-07 and 2007-08 nurses enrolled in any of the health insurance plans offered by the Glens Falls City School District shall contribute a maximum of 13% toward the health insurance premium.
- B. This district encourages continued professional improvement. Any nurse completing all requirements and receiving National Certification for a school nurse will be awarded \$775 stipend (above base salary and not to be used in calculating salary increases). To receive the stipend, the certification must remain valid and follow the same qualifications outlined in the Teacher National Board Certification.

IV. Retirement Incentive

Either \$3,500 or one month of health insurance for five days of accumulated sick leave (up to a maximum of 300 days).

V. Grievance Proceedings

Same as teachers.

VI. Dues

Union (NYSUT) dues will be a payroll deduction, to coincide with the teachers.

VII. Evaluation

Yearly by building principal.

VIII. Salary

A. Schedule

Starting salary for the purpose of this contract will be \$20,410.00.

Year

2004-05	4%	+ \$500 stipend (not included in base salary)
2005-06	4.3%	+ \$500 stipend (not included in base salary)
2006-07	4.3%	+ \$500 stipend (not included in base salary)
2007-08	4%	+ \$500 stipend (not included in base salary)

B. Per diem pay for hours worked beyond the calendar school year to coincide with the teachers.

C. Department chair pay schedule to coincide with the teachers.

IX. Summer Employment

Priority shall be given to the regularly appointed school nurses in the GFCSD who qualify for summer assignments. The nurse resource leader shall take into account experience and a willingness to work as a nurse for summer employment in making recommendations to the Assistant Superintendent or Superintendent.

X. General Statement

Unless otherwise stated, nurses will follow the Articles of the Teachers contract.



## ARTICLE XXIII

### STATUTORY PROVISION

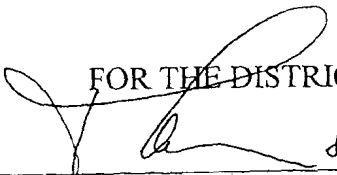
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XXIV

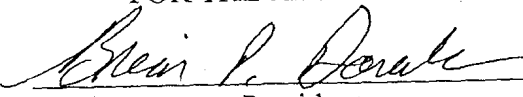
DURATION

Except as otherwise stated herein, the agreement will become effective as of July 1, 2004 - June 30, 2008.

FOR THE DISTRICT

  
8/24/05

FOR THE ASSOCIATION

  
8/24/05  
President

